

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER K60-11-7125-8993		PAGE 1 OF 19	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO		3. AWARD/EFFECTIVE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00164-97-R-0113	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DEBORAH FRICK		b. TELEPHONE NUMBER (No collect calls) 812-854-3707		6. SOLICITATION/ISSU DATE 7/11/97 8. OFFER DUE DATE LOCAL TIME 7/21/97 2PM EST	
9. ISSUED BY CONTRACTING OFFICER CODE 1163WF BLDG 64 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 42522-5001		CODE N00164		10. THIS acquisition IS <input checked="" type="checkbox"/> SOLE SOURCE <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED BUSINESS SIC 8721 SIZE STANDARD \$6 000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER (UNDER) 13b. RATING DO-CSE 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE PAGE 3		CODE N00164		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/		CODE		FACILITY		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.						CODE	
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19.	20.	21.	22.	23.	24.		
ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES SEE PAGE 2 (Attach Additional Sheets as Necessary)	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA ACRN.						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES				29. AWARD OF CONTRACT REFERENCE OFFER			
<input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN				<input type="checkbox"/> DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED ACCEPTED, AND CONFORMS TO THE				33. SHIP NUMBER		34. VOUCHER NUMBER	
				PARTIAL FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT	
						37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (PRINT)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

ITEM NO	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT
SECTION B - CONTINUATION OF SF1449							
Litigation Support Services to the Navy Litigation Office Related to Contract Nos. N00104-88-C-A024 and N00164-88-C-0181 in accordance with the Statement of Work (SOW)							
		Quantity					
CLIN	Labor Category	MIN.	MAX.				
0001	Partner	200 (hrs)	800 (hrs)			\$ _____	\$ _____
0002	Manager	0	50 (hrs)			\$ _____	\$ _____
0003	Senior Auditor	0	50 (hrs)			\$ _____	\$ _____
0004	Staff	0	50 (hrs)			\$ _____	\$ _____
0005	Clerical	0	50 (hrs)			\$ _____	\$ _____
0006	Travel to California	0 trips	2 trips			\$ _____	\$ _____
0007	Local Travel	10 trips	30 trips			\$ _____	\$ _____
0008	DATA	1 lot	1 lot			NSP	NSP
	In accordance with DD Form 1423-1						
SCHEDULE NOTES:							
SPECIAL NOTICE - The Director, Defense Procurement is proposing to revise the DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. The effective date would be 1 October 1997. Exceptions to this proposal include purchases made with the Governmentwide commercial purchase card, contracting officers located outside the United States, classified contracts and contracts executed to support contingency or emergency operations. Contractors may register with the CCR on World Wide Web at http://www.acq.osd.mil/ec or via dial up modem at 614-692-6788 (user ID: ccrpub; password: pub2ccr1). A paper form for registration may be requested from the DoD Electronic Commerce Information Center at 1-800-334-3414.							
List your Commercial and Government (CAGE) Code and Contractor Establishment Code in Block 17 of Page 1.							
It is requested that technical questions concerning this procurement be submitted, in writing, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 8 on page 1 addressed as follows: COMMANDER CONTRACTING OFFICER BLDG 64 CODE 1163WF NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5011							
or E-mail questions to Frickd@smtp.nwscc.sea06.navy.mil							
The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522.							
Delivery orders will be placed against this contract by the Government using a DD 1155 format.							
Delivery orders placed under this contract will be placed by the Government no later than 1 year after award.							
36-108 U.S. GOVERNMENT PRINTING OFFICE : 1966 OF-255-145 (9-G)							

SCHEDULE NOTES CONTINUED:

BLOCK 25: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS: As specified by delivery order.

DELIVERY IS REQUIRED AS FOLLOWS: As specified by delivery order. Services to be furnished hereunder shall be performed and completed not later than 365 days after contact award.

PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

Navy Litigation Office
Office of the General Counsel
901 M Street, S.E., Bldg. 36
Washington, D.C. 20374
Attn: Mr. Robert Ashpole

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

CONTRACTING OFFICER'S REPRESENTATIVE LANGUAGE

CONTRACTING OFFICER'S REPRESENTATIVE: Mr. Robert Ashpole
Navy Litigation Office
Office of the General Counsel
901 M Street, S.E., Bldg. 36
Washington, D.C. 20374
(202)-685-6778x406

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE: Ms. Donna L. Gray-Flowers
Navy Litigation Office
Office of the General Counsel
901 M Street, S.E., Bldg. 36
Washington, D.C. 20374
(202)-685-6499 x202

A Contracting Officer's Representative will provide liaison with the Navy Litigation Office and specific task direction and certify invoices. The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

SECTION "C" as Defined by FAR 12.303

Contract Terms & Conditions--Commercial Items (May 1997)
52.212-04

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement as follows:

ADDENDUM 1

Paragraph (a) "*Inspection/Acceptance*" is hereby modified as follows:

Inspection and acceptance will be conducted at the Navy Litigation Office, Washington, D.C. 20374.

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

The following paragraph is hereby added to the clause:

(t) *Contractor Performance Reports*. The Government may evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.1500. The following performance rating factors will be utilized:

Quality

Cost Control

Timeliness of Performance

Business Relations

Customer Satisfaction

(End of clause)

<u>Title and Date</u>	<u>CONTRACT CLAUSES</u> <u>FAR Paragraph No.</u>
Gratuities (Apr 1984)	52.203-3
Defense Priority and Allocation Requirements (Sep 1990)	52.211-15
Restrictions on Certain Foreign Purchases (Oct 1996)	52.225-11
Availability of Funds for the Next Fiscal Year (Apr 1984)* *Insert 30 September 1997 into the where indicated in the clause	52.232-19
F.O.B. Destination (Nov 1991)	52.247-34
<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Warranty of Data (Dec 1991)	252.246-7001

CLAUSES IN FULL TEXT

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract award through 365 days after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 200 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 900 hours

(2) Any order for a combination of items in excess of 900 hours

or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

(End of clause)

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 395 days after contract award.

(End of clause)

Contract Terms & Conditions Required to Implement Statutes or Executive Orders--Commercial Items (AUG 1996)
(FAR 52.212-5)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553)

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate)

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2404).
- ☒ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- ☒ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ☐ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ☐ (5) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14));
- ☒ (6) 52.222-26, Equal Opportunity (E.O. 11246);
- ☒ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212);
- ☒ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 739);
- ☒ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- ☐ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10);
- ☐ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582);
- ☐ (12) RESERVED;
- ☐ (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849);
- ☒ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849);
- ☐ (15) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187);
- ☐ (ii) Alt I
- ☒ (16) 52.239-01, Privacy or Security Safeguards (5 U.S.C. 552a);
- ☐ (17) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241); Alternate (Apr 1984)

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- ☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, *et. seq.*);
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*);
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(41 U.S.C. 351, *et. seq.*).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S. Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

Contract Terms & Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Nov 1995) (DFARS 252.212-7001)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)
- ☐ 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (☐ Alternate I)(Section 9004, Pub. L. 101-165(10 U.S.C. 2301 (repealed note))
- Alternate I (May 1994)
- ☐ 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (☐ Alternate I) (15 U.S.C. 644)
- Alternate I (May 1994)
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (15 U.S.C. 637)
- ☐ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (☐ Alternate I) (Section 9004, Pub. L. 101-16 (10 U.S.C. 2301 (repealed) note))
- ☐ 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns (☐ Alternate I) (15 U.S.C. 644)
- ALTERNATE I (DEC 1991)
- ☒ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582)
- ☐ 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582)
- ☒ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note)
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
- ☐ 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779)
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3))
- ☐ 252.225-7036 North American Free Trade Agreement Implementation Act
- ☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320)
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
- ☒ 252.233-7000 Certification of Claims and Requests for Adjustment or Relief (10 U.S.C. 2410)
- ☐ 252.242-7002 Submission of Commercial Freight Bills for Audit (31 U.S.C.3726)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)
- ☐ 252.249-7001 Notification of Substantial Impact on Employment (10 U.S.C. 2501 note)

Section "D" as defined by FAR 12.303

Statement of Work and CDRLS

1. SCOPE: The contractor shall provide all labor, expertise, materials, supplies and services necessary to provide litigation support services to the Navy Litigation Office related to Contract Nos. N00104-88-C-A024 and N00164-88-C-0181. Litigation Support Services include financial accounting services and expert testimony. The work is of a confidential and privileged nature. Information about the work or about conclusions, opinions or communications related to the work will not be disclosed to others without the permission of the Navy Litigation Office.

1.1 Background Information. The Government terminated two firm fixed-price supply contracts for default after Defense Systems Corporation went out of business. The Government has demanded the return of \$11 million in unliquidated progress payments. The Government had originally awarded both contracts in fiscal year 1988 to Hi-Shear Technology Corporation which began performance. In June 1989, Defense Systems Corporation was created from what had previously been a division of Hi-Shear Technology Corporation. Both corporations are wholly owned subsidiaries of Hi-Shear Industries, Inc. Over a long period of time, Hi-Shear Industries, Inc., may have been attempting to sell Hi-Shear Technology Corporation. Hi-Shear Technology Corporation was involved in civil and criminal proceedings on various issues including environmental violations. Both contracts among other things were transferred to Defense Systems Corporation by an internal agreement concurrent with incorporation. Based in part on a written guarantee from the parent corporation, the Government executed a novation agreement in March 1990 transferring the contracts to Defense Systems Corporation. In March 1992, Defense Systems Corporation went out of business at the direction of its parent corporation. Both contracts were subsequently terminated by the Government. Defense System Corporation has appealed the terminations and claims that it is entitled to additional payment. After initiating the litigation, Defense Systems Corporation plead guilty to two felony violations of the federal hazardous waste laws. DCAA is also performing an audit related to the litigation. Coordination of efforts with the DCAA may be required.

2.0 APPLICABLE DOCUMENTS:

2.1 MIL-STDs.

None

2.2 MILL-SPECs.

None

2.3 Other Documents

DCAAM 7640.1 DCAA Contract Audit Manual

3.0 REQUIREMENTS:

3.1 Financial Accounting Services. Financial accounting services consist of planning and conducting a financial Accounting Review IAW generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA) and the delivery of a preliminary report of the findings of the review and recommendations for further litigation support service as appropriate. The contractors accountant system and data for adequately and accuracy and other objectives determine necessary by the Navy Litigation Office.

3.2 Expert Testimony. Based on the preliminary report, the Navy Litigation Office will determine what expert testimony is required and identify the scope of the testimony. After written notification by the Contracting Officer the auditing firm will perform the additional audit services, as identified by contract modification, necessary to support the expert testimony and deliver the Expert's report. The contractor will also provide the necessary expert witness(es) to testify for the Government at trial and at deposition if required, in writing by the Contracting Officer.

3.2.1 Expert's Report. The direct testimony of the expert witnesses will in general be presented in the form of a report to be introduced into evidence. The auditing firm will closely coordinate with the Navy Litigation office during preparation of the Expert's Report. The report will be bound in a 3-ring binder. Text will be typed and double spaced on 8 1/2" by 11" bonded paper. The report will be delivered to the Navy Litigation Office prior to the trial. Attachments to the report will include resumes of witnesses

and the firm.

3.2.2 Expert Testimony. The witness will be prepared to address in detail the issues contained in the Expert's Report as well as testimony and evidence presented during the hearing. The contractor will attend and assist during testimony at trial and deposition of other witnesses as required by the Navy Litigation Office.

3.3 In addition to other sources, the contractor shall utilize the documents and sources cited below to conduct the audit, prepare recommendations and generate the required reports plus any supporting documentation, and testimony.

a. Contractor files for N00104-88-C-A024 and N00164-88-C-0181, as well as Defense Systems Corporation files which are in a storage facility in Reno, Nevada.

b. Hi-Shear Technology Corporation is located at 24225 Garnier Street, Torrance, CA 90505. Hi-shear Technology Corporation's files on the two contracts were sent to Reno, Nevada. General records are still in Torrance and some records are automated.

c. Hi-Shear Industries, Inc. is located on Long Island at 3333 New Hyde Park Road, North Hills, NY 11042. Accounting books and records are also located there.

3.3.1 Other Information Sources.

a. Since 1988, the financial statements have been audited by Coopers & Lybrand of Los Angeles, California. In 1987, the financial statements were examined by Touche Ross & Co., New York, New York.

b. The Administrative Contracting Officer's files are located at DCMAO Rosedale, Sacramento CA.

c. The Procuring Contracting Officer's files for the contracts are at two different locations:

Crane Division, Naval Surface Warfare
Center
Crane, IN 47522-5001
and
Navy Ships Parts Control Center
P.O. Box 2020, 5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

d. The Navy Litigation Office is located in Arlington, Virginia.

3.4 Tentative Data Delivery Schedule.

<u>EVENT</u>	<u>DATA</u>
Preliminary report delivered	1 October 1997
Draft Expert's report sent to Navy Litigation Office	20 November 1997
Expert's report delivered	1 December 1997
Testimony at deposition or trial	As required

PERSONNEL QUALIFICATIONS

The Contractor is required to provide personnel having the following minimum levels of professional and technical experience. The specialized experience included as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below:

<u>Labor Category</u>	<u>Minimum Experience</u>
Partner/Expert Witnesses	20 years experience in auditing. Also a Bachelor's degree and a current CPA license or equivalent.

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 170 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information, sending the collection of information to the Department of Defense, Washington Bureau estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please do not return your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
CONTRACT LINE ITEM 008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>			
D. SYSTEM / ITEM		E. CONTRACT / PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Technical Report-Study/Services		3. SUBTITLE Expert's Report			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508		5. CONTRACT REFERENCE SOW PARA. 3.2.1		6. REQUIREMENT OFFICE See Block 16			
7. DR 250 REQ LT		8. DRY STATEMENT REQUIRED See Block 16		9. FREQUENCY OTIME/R		10. DATE OF FIRST SUBMISSION 1 DEC. 1997	
11. APP CODE A		12. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 5 DARC		14. DISTRIBUTION	
15. REMARKS				a. ADDRESSEE		b. COPIES	
Block 4 - DI-MISC-8508 Report shall be bound in a 3-ring binder. Text will be typed and double spaced on 8 1/2" by 11" bond paper. Attachments to the report will include resumes of witnesses and the firm.		Block 6 - Department of the Navy Office of the General Counsel 901 M. Street, S.E., Bldg. 36, Suite 233 Washington, DC 20374		Block 8 - Government response will be within 10 working days of receipt.		Block 9 - Distribution Statement "B" applies. "Distribution authorized to U.S. Government agencies only; contractor financial data 13 April 1992. Other requests for this document shall be referred to, Department of the Navy, Office of the General Counsel; Washington, D.C."	
Block 14 - Draft Copy - Due 170 DAC.		Block 4/14 - RESPRO - Final Report shall be in Microsoft Word for Windows, 95 version 7.0, 3.5" floppy disk.		15. TOTAL		2 3 1	
PREPARED BY Donna L. Gray-Flowers		H. DATE 07/9/97		I. APPROVED BY [Signature]		J. DATE 7/10/97	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

Section "E" as defined by FAR 12.303

Instructions to Offerors -- Commercial Items (Oct 1995)

52.212-1

NOTE: The provision at 52.212-1 has been tailored as follows: (See addendum 2 below).

Addendum 2

52.212-1 Tailoring

Title and Date

Facsimile Proposals (Dec 1989)

FAR Paragraph No.

52.215-18

EVALUATION--COMMERCIAL ITEMS (OCT 1995) (FAR 52.212-2)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price reasonableness

Technical-personnel qualifications and past performance

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.605) and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are as important as price reasonableness.

(Contracting Officer state, in accordance with FAR 15.605, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

NOTE: The provision at 52.212-2 has been tailored (See addendum 3).

52.212-2 Addendum 3

Delete paragraph (b)

SINGLE AWARD FOR ALL ITEMS (NAVSURFWARCENDIV)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (JAN 1997) (FAR 52.212-3)

(a) *Definitions.* As used in this provision:

"*Emerging small business*" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"*Small business concern*" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"*Small disadvantaged business concern*" means a small business concern that --

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically

disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification number (TIN)* (26 U.S.C. 6050M). (1) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U. S. and does not have an office or place of business or a fiscal paying agent in the U. S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State Basis. _____

(2) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*

(1) *Certifications of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--*

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) *Previous Contracts and Compliance. The offeror represents that --*

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(3) *Affirmative Action Compliance. The offeror represents that --*

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U. S. C. 1352). (Applies only if the contract is expected to exceed \$100,000.)* By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)*

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) *Excluded End Products:*

Line Item No.	Country of origin
---------------	-------------------

_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program*. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line item No.	Country of origin
_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country products.

(2) *Alternate I*. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals /_/ are, /_/ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) /_/ Have, /_/ have not, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and /_/ are, /_/ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DFAR 252.212-7000) (NOV 1995)

(a) *Definitions*.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States

person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certifications.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) *Representation.*

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)